

A. G. Contract No. KR96 1048TRN
ADOT ECS File: JPA 96-60
Project: TEA-PAG-0(1)P/SL397 03D
Section: Main St. Pedestrian Path

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PAGE

THIS AGREEMENT is entered into 26 July, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PAGE acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Congress has authorized appropriations for, but not
limited to, the design of streets and primary, feeder and farm-
to-market roads; the replacement of bridges; the elimination of
roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been
selected by the City and has been submitted to the Federal
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in
the acquisition of federal funds for the use and benefit of the
City by reason of federal law and regulations under which funds
for the project are authorized to be expended.

NO. <u>20904</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/26/96</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

6. The work embraced by this agreement and the estimated project costs are as follows: Design Main Street Pedestrian Pathway.

Estimated Design Cost	\$ 75,157.00
Federal Aid Funds @ 80%	\$ 60,125.00
Page City Funds @ 20%	\$ 15,032.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

2. Therefore, the City agrees to set aside funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the City with federal funds for design work addressed under this agreement at 80% of the project cost.

4. The City will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The City may request the State, as authorized agent for the City, and all at City expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Page
City Manager
PO Box HH
Page, AZ 86040

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PAGE, ARIZONA

STATE OF ARIZONA

Department

of

Transportation


By 

GARY SCARAMAZZO
Mayor

By 

PETER L. ENO
Contract Administrator


ATTEST

By 
KAYE FINDLAY
City Clerk

RESOLUTION

BE IT RESOLVED on this 31st day of May 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of the City of Page for the purpose of defining responsibilities for the design of the Main Street Pedestrian Path.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

CERTIFICATION

STATE OF ARIZONA)
COUNTY OF COCONINO)
CITY OF PAGE)

I, Kaye Findlay, CITY CLERK OF THE CITY OF PAGE, ARIZONA, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND ACCURATE COPY OF THE MINUTES OF THE PAGE CITY COUNCIL REGULAR MEETING HELD ON THURSDAY, JUNE 27, 1996.

SEE ATTACHED COPY(S):

June 27, 1996 Page City Council Regular Meeting Minutes

ATTEST:


KAYE FINDLAY
CITY CLERK

UNFINISHED BUSINESS: (cont)

ORDINANCE NO. 334-96

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PERTAINING TO THE DISPOSITION OF CERTAIN PUBLIC REAL PROPERTY OWNED BY THE CITY OF PAGE BY NEGOTIATION WHICH DISPOSITION TRANSFERS BY SALE PAGE'S INTEREST IN SAID REAL PROPERTY; AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS.

This is a two (2) acre piece of land on Haul Road which is going to be used for a boat storage facility.

Motion by Councilman Bowling and seconded Councilman Wilmes to adopt Ordinance No. 334-96. Motion carried by unanimous vote.

NEW BUSINESS:

**IGA/City of Page/ADOT
ISTEA Main Street
Promenade Project**

Motion by Councilman Wilmes and seconded by Councilman Woods to approve the Intergovernmental Agreement, JPA 96-60, between the State of Arizona and the City of Page and to authorize Mayor Gary Scaramazzo to sign same.

There was a discussion on the following items regarding the Promenade project:

Direction of promenade project – is it still going up the breezeway?; need to maintain that direction because of past committee approvals; Cella Barr, promenade design consultants; storm sewer system in Lake Powell Blvd., along west curb line, near Pizza Hut; committee is addressing that need; alignment of promenade is being considered.

Steve Nekolek, Main Street Director, was available to answer any questions.

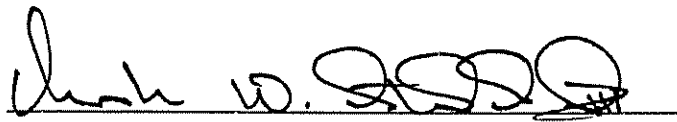
The discussion continued:

Hired Cella Barr to do the design concept, review design alignment, help committee come up with alternatives; committee will make selection of alternatives given by ADOT; intent was to open up the breezeway and distribute traffic flow

APPROVAL OF THE PAGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PAGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 18th day of June, 1996.



City Attorney



TRN Main: 542-1680
Direct: 542-8837
Fax: 542-3646

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1048-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of July, 1996.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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